

Exhibit D

Kevin Wiener

From: Jeffrey Simpson <jsimpson001@icloud.com>
Sent: September 18, 2024 8:32 PM
To: Kevin Wiener
Cc: Michael Wiener; Leslie Thorne; Jonathan S. Pasternak
Subject: Re: Request for JJ Arch Consent - Melrose Apartments Sale

EXTERNAL

I don't need to be more specific you've included nothing to the company I built and own and I deserve all of it just like you tried to do in a books and records claim to me only in November so don't play stupid with me . And we proved that you already had most of it but you're disgusting lying lawyer Leslie here played the court as if you didn't even though there's proof that you did and that will come up in evidence and once again we will show that you were surrounded by a bunch of scum lowlife like yourself.

How would I know that the event of default was satisfied? Why don't you show me what you gave up in order to satisfy such default? I could never possibly give consent unless I have full transparency on everything and again your opinion on what the market conditions are absolutely irrelevant because you are deemed to be useless as it relates to the real estate business because you're nobody and you have no knowledge , connections, or capabilities. You didn't originate anything, you didn't raise any money for anything, you didn't close any loans , and you never operated a building!

If you include Jared and his counsel on another response, there will be no responses until court because he is a goner and JJ Arch is under my control not yours of his . And the only question to ask about the members of JJ would be which portion Jared gave you back last August when he told me he gave you everything in order for you to give him \$200,000 salary and legal bills and indemnity.

You think that you can simply send materials to JJ investors and some deals and not in others and then play stupid? You have no privity to the JJ investors. You should ask Frank how the structure works number one and number two you should actually read Arch property holdings I because that will enlighten you about what it is it's going on here. Why would you ever read things why would you do the right thing? There is nothing getting done outside of court so don't go anywhere near it. Only a court might compel you to do what you're supposed to do.

As it relates to this property, I'll tell you what. I'll take over the process with the brokers, look at the bids and I'll see where the pitfalls are and I will find value so there is more return to investors. Until that happens or someone as qualified as me steps to the plate I am not going to assume that any valuation or anything that you share is relevant or reliable. You simply have no experience and no business going anywhere near any of this. Go back to the video games and the non for profit work, maybe you're good at that.

We are done with this conversation, we will be in court around the corner. I moving on with my night, not talking to you because it is a waste of time.

Jeffrey Simpson

Sent from my iPhone

On Sep 18, 2024, at 7:07 PM, Kevin Wiener <kwiener@35oak.com> wrote:

Hi Jeff,

The lender waived that default several months ago (I think it may have been in 2023). The loan is in performing status and there will be no claim on the guarantee against Oak in a foreclosure. We'd lose our equity same as every other investor but I think we're about 10% of the investors group so you'd really mostly be hurting everyone else.

With respect to my question, as managing member of Haverhill GP we really do need to know who is, or who purports to be, a member of the LLC. Among other reasons, it needs to go in our tax filing so K-1s go to the appropriate entities. I have no idea why you would be so resistant to saying "yes, I have transferred the equity" or "no, JJ Haverhill still has its equity."

With respect to your request for "everything" you'll need to be more specific.

Kevin

Sent from my Galaxy

----- Original message -----

From: Jeffrey Simpson <jsimpson001@icloud.com>

Date: 2024-09-18 6:39 p.m. (GMT-05:00)

To: Kevin Wiener <kwiener@35oak.com>

Cc: Michael Wiener <MWiener@35OAK.com>, Leslie Thorne

<Leslie.Thorne@haynesboone.com>, "Jonathan S. Pasternak" <jsp@dhclegal.com>

Subject: Re: Request for JJ Arch Consent - Melrose Apartments Sale

EXTERNAL

I don't owe you anything so I will decide what I give you and you will not get any information from me as I've told you in the past. I don't work for you and I don't consider what you're doing positive for my business in anyway whatsoever it's all tied to fraud and misconduct.

With regards to this property I want everything that you have and I will look at it. if you are getting guarantee relief on a sale when the lender told us it was a full recourse event when you fraudulently took control without their consent, that absolutely falls in the bucket of left-hand right hand self dealing. The sale effectuates you getting off the guarantee when it's probably lower proceeds then it should be if the property was performed properly and

there wasn't improper transfers which causes noise in the market to undercut pricing. So no sir, you're wrong again. Again, you keep speaking as if you have some experience. You know less than a first year associate or analyst so how you could sit here and speak to things as if you have actual knowledge of how things things work in the real estate industry is befuddling to me or anybody.

Jeffrey Simpson

Sent from my iPhone

On Sep 18, 2024, at 5:18 PM, Kevin Wiener <kwiener@35oak.com> wrote:

If you have specific questions or want specific documents or information on this property let me know what it is and I'm happy to provide it.

I will reaffirm, however, that a sale to a third party is not an affiliate agreement and so no consents are required other than JJ Arch. If Oak were buying the property on below-market terms then sure every investor (including JJ Haverhill) would need to consent. That's very clearly not the case.

I would appreciate a straight answer, however, on whether JJ Haverhill still has its equity or whether you have purported to transfer its equity to JJ Arch.

Sent from my Galaxy

----- Original message -----

From: Jeffrey Simpson <jsimpson001@icloud.com>

Date: 2024-09-18 5:04 p.m. (GMT-05:00)

To: Kevin Wiener <kwiener@35oak.com>

Cc: Michael Wiener <MWiener@35OAK.com>, Leslie Thorne

<Leslie.Thorne@haynesboone.com>, Frank van Biesen

<fvanbiesen@35OAK.com>, DHeymann@meltzerlippe.com, "Jonathan S. Pasternak" <jsp@dhclegal.com>

Subject: Re: Request for JJ Arch Consent - Melrose Apartments Sale

EXTERNAL

You don't disclose any information, you never do you always make these comments over email as if I know but I don't know anything you've shut me out of everything improperly so I have no way of telling what it is has proper

information or not. Last I checked you're not a real estate professional by a longshot so it's not like you actually would know how to come to any conclusion on value.

So should I actually understand the circumstances and I would see that you've given all efforts pursuant to the obligations that you have under all the agreements including the guarantees and this is the only option yeah maybe I would consider consenting. But you do not have a clue how the system works. you should go look at the opinions when everything got closed, you are dead wrong.

If there is a fruitful dialogue that has full disclosure of everything surrounding this property and the others, I'm happy to spend my time and to give a proper and thoughtful answer. to the extent I find that a decision is being considered because it's good for oak and nobody else, no consent will be provided. so far that has been the case including in the fraudulent conveyances you've already done with Madison and elsewhere.

I don't care if you understand the papers because you probably never will, you don't understand the structure and if you did you're not an honest guy anyway.

Jared is not relevant for this conversation.

I don't see anything more to talk about unless you were going to do everything I suggested up above. if not, it will all be handled in court and hopefully your guided and know that you cannot proceed without authority consents that I have to provide.

PS - if all these months you actually would spend the time with me I would've shown you how the system works and the documents are set up but you always knew better but clearly you don't know at all how it works. It's only about what's good for Oak, use the proxy that you created on July 19, 23 where you cant overcome the this dysfunctional process because the non member manager is not enough to do anything anywhere, when the current managing member gets economic advantage. See 7.1.3, it's in the form D MM documents. Actually I would go one step further and say that you probably need every investors consent because I believe the provision lives there too. Good luck

Jeffrey Simpson

Sent from my iPhone

On Sep 18, 2024, at 4:50 PM, Kevin Wiener
<kwiener@35oak.com> wrote:

Hi Jeff,

David is copied because the operating agreement states that he is to receive a copy of all notices to JJ Arch. That's why I asked if you wanted to substitute in Jonathan instead.

Adam is copied because he is counsel to AREH.

It's not clear to me why you think JJ Haverhill has consent rights here. The buyer is not an affiliate. Is your argument that we're not allowed to repay the loan? I'm not sure I follow your logic.

I did review the court papers, which I still find confusing as JJ Arch is not a party to any of the MM operating agreements. Did you purport to transfer equity to JJ Arch? I would point out that there are provisions that restrict such transfers as well as the potential that they trigger loan defaults, which is why none of them would be effective until AREH corporate counsel reviews them to determine whether they are permitted.

You also never answered my question about Alton (which JJ Arch is also claiming some kind of equity interest in it seems?). Have you transferred control of 1701 Arch LLC to JJ Arch despite the fact that it will trigger a default under the loan?

In any event, for this sale in particular, regardless of what entities you believe do or don't need to consent to the sale, I would hope we can all agree to do what is necessary to get some equity recovery for investors and avoid a default and foreclosure.

Regards,

Kevin

Sent from my Galaxy

----- Original message -----

From: Jeffrey Simpson <jsimpson001@icloud.com>

Date: 2024-09-18 4:05 p.m. (GMT-05:00)

To: Kevin Wiener <kw Wiener@35oak.com>

Cc: Michael Wiener <MWiener@35OAK.com>, Leslie Thorne <Leslie.Thorne@haynesboone.com>, Frank van Biesen

<fvanbiesen@35OAK.com>, DHeymann@meltzerlippe.com,
"Jonathan S. Pasternak" <jsp@dhclegal.com>
Subject: Re: Request for JJ Arch Consent - Melrose Apartments
Sale

EXTERNAL

What is the purpose of adding David Heymann here? Did you try to coerce him to tell you that you don't need JJ investor member to consent because you do? I highly doubt he's going to put himself in a position of discomfort, but you never know as you have caused other attorneys to work in conflict.

If David is comfortable chiming in here let him tell this crowd how the structure works because clearly Kevin you don't get it. The nonmember manager does not have the authority to authorize transactions. How many times do we have to tell you this? It's explained in a very detailed manner in the court papers so hopefully you can refer to that, they were filed just moments ago.

And again why is Adam Friedman here? Oak hiding behind AREH, which is my company doesn't actually work.

And Jared is gone for the fifth time, dissolution has commenced effective the day we noticed you on that. It is in the papers.

Happy reading.

Jeffrey Simpson

Sent from my iPhone

On Sep 18, 2024, at 3:31 PM, Kevin Wiener
<kwiener@35oak.com> wrote:

Gentlemen,

This email constitutes a request for consent, pursuant to section 7.1.3 of the Arch Real Estate Holdings LLC operating agreement, of JJ Arch to the attached resolution consummating a sale of the Melrose Apartments property at 3200 N Haverhill Rd in West Palm Beach.

As you're aware, this property is currently operating with a negative carry and we obtained additional

capital from investors to explore options for refinancing or sale.

After reviewing the options, Managing Member has come to the conclusion that a sale of the property is in the best interests of investors. It does not appear that a refinancing is possible given the governance litigation and JJ Arch bankruptcy (we have been advised that no agency lender will provide a loan to any entity where Jeff Simpson has any kind of equity stake/governance rights), such a refinance would require significant additional capital from existing or new investors which is not available, and there is a high likelihood that the preferred return required on such new capital would eliminate any returns to existing investors on a sale. Keeping the current loan in place to next year's maturity will, in our view, lead to equity erosion greater than any likely increase to the sale price and we do not believe that there is any appetite among current investors to contribute the capital required to carry the asset for another year. This means in the absence of a sale, we believe there is a high likelihood that the asset will go into a monetary default and foreclosure, leading to a total equity wipeout, while a sale will provide some equity recovery to investors.

After marketing the asset, we received a bid for \$17.5 million from a highly motivated investor, whose bid was not conditional on financing and is willing to work with us while we obtain whatever court orders are required to be sure that title insurance will insure this transaction. We have entered into a PSA with this buyer, conditional on obtaining JJ Arch consent, that is scheduled to go hard in a month and close at the end of November.

Notwithstanding the fact that we believe no court approval is required for an AREH subsidiary to dispose of an asset, for title insurance purposes we will be bringing a motion to the bankruptcy court to confirm that JJ Arch can consent to this transaction in the ordinary course of business, or in the alternative to approve such consent.

Our hope would be that both of you can come out in support of this transaction to avoid litigation expenses that will only further erode the net proceeds to investors after the sale is consummated.

Separately, please accept this email as notice that
608941 NJ Inc. is updating its notice address under
the AREH operating agreement.

Notices should go to:

608941 NJ Inc.
c/o 35 Oak Holdings Limited
35 Oak Street
Toronto, Ontario M9N 1A1
Canada
Attn: Kevin Wiener
Email: kwiener@35oak.com

I note that your address still requires copies of
notices to go to Meltzer Lippe. Please advise if you
wish to update your notice address so that copies go
to your current counsel.

Yours sincerely,

Kevin Wiener